

MASTER CONSTRUCTION AGREEMENT

LEE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 2115 Second St., Fort Myers, FL 33901 (the "County"), hereby contracts with Bore Tech Utilities & Maintenance Inc (the "Contractor") of 19025 SW 194 Avenue, Miami, FL 33187 a Florida contractor licensed to perform all work in the State of Florida in connection with the County's Solicitation No. B230571KCW (the "Project"), as said Work is set forth in the Plans and Specifications prepared by Robert L. Price, P.E., the "Engineer of Record," and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the legal advertisement, the instructions to bidders, the Proposal and Proposal Forms, the solicitation documents and any duly executed and issued addenda, the Contractor's proposal, County Project Authorizations, County Project Modifications, Field Directive Change Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement with the exception of the solicitation which shall be incorporated to the extent that it does not conflict with the remainder of the Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" or "Contract" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project Site at all times during the performance of the Work.

B. The Engineer of Record is the initial interpreter of the Contract Documents concerning design intent, but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Engineer of Record's recommendations or interpretations of the Contract Documents. The Engineer of Record does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Engineer of Record's interpretation as to the intent of her or his design shall be final and not subject to interpretation by the County's staff.

C. The Construction Engineering and Inspection Consultant ("CEI Consultant") is the initial interpreter of the Contract Documents in all matters not concerning design intent. The CEI Consultant shall administer, monitor, test, sample, and inspect the Construction of the Project to ensure that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Contract Documents and shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The County reserves the right to

make final decisions considering the CEI Consultant's recommendations or interpretations of the Contract Documents. The CEI Consultant may issue Field Directive Change Orders to the Contractor, but the CEI Consultant does not have authority to change the scope of the Project, obligate or commit the County to fund additional expenditures, or approve extensions of time over the approved Contract Time or Amount. The CEI Consultant shall consult with the Engineer of Record regarding any questions concerning the intent of the Project design.

D. Any Work that may be reasonably inferred from the Plans and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Contract Documents, the order of precedence shall be as follows: (1) County Project Modifications; (2) County Project Authorizations; (3) the Agreement, including amendments and Exhibits; (4) Field Directive Change Orders; (5) the solicitation documents, including any addenda. Exhibit G, Article 5-2 provides the order of precedence for Specifications, Plans, Special Provisions, Technical Special Provisions, and other Project specifications. The Contract Documents represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

E. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

F. The County shall furnish to the Contractor Contract Documents in electronic form and PDF file format.

G. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

H. The Work to be provided by Contractor for the Project shall be under the general direction of the CEI Consultant, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the County Director, County Manager, or Board of County Commissioners.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. The Work shall be prosecuted and administered in accordance with the Standard Specifications attached hereto and incorporated herein as Exhibit G and all County Project Authorizations.

C. A County Project Authorization shall be issued by the County before commencement of any Work related to this Agreement. Contractor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Contract and County may elect to issue no County Project Authorizations.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Contract, and any County Project Authorizations issued hereunder, to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the Contract Amount established in the County Project Authorization(s) awarding the Work as set forth in the Exhibits to this Agreement.

B. Measurement and payment provisions are provided in Division 1, Section 9 of the Standard Specifications attached hereto as Exhibit G.

Section 4. Bonds.

A. For each County Project Authorization authorizing Work for a cost of \$200,000.00 or more, the Contractor shall procure Performance and Payment Bonds, in the form prescribed in Exhibit F, in conformance with this Agreement and the Solicitation. Contractor shall provide Performance and Payment Bonds in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract Amount is increased by a County Project Modification, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly and a copy of the amendment recorded by the Lee County Clerk of Court and forwarded to the County. The Performance and Payment Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the Surety shall be rated as "B or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.

B. Attorneys-in-Fact who sign Bonds for County projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the County. The Surety must have fulfilled all of its obligations on all other Bonds previously provided to the County. The Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

C. If the Surety for any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor

shall, within five (5) calendar days thereafter, substitute at Contractor's cost another Bond and Surety, both of which shall be subject to the County's approval.

D. If the Contractor cannot obtain another Bond and Surety within five (5) calendar days, the County may accept and the Contractor shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the Bond and Surety can be obtained.

E. In case of default on the part of the Contractor, the County will charge against the Contract/Performance Bond all expenses for services incidental to ascertaining and collecting losses under the Contract/Performance Bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

F. The Surety shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely provide the County such defense. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be modified by subsequent County Project Modifications.

G. The principal and Surety executing the Contract/Performance Bond shall be liable to the County in any civil action that might be instituted by the County or any officer of the County authorized in such cases, for triple any amount in money or property the County might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the Contractor, their agent or their employees.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The Commencement Date is established in the Notice to Proceed to be issued by the County, and the Contractor must begin the Work within the number of days specified by the Notice to Proceed. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. No Work shall be performed at the Project Site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The County Project Authorization authorizing the Work shall establish the number of calendar days after the Commencement Date within which the Contractor must achieve Final Acceptance of the Work. That time period shall be the Contract Time. The date of Final Acceptance of the Work (or designated portions thereof) is the date certified by the Director pursuant to Exhibit G, Article 5-11.

B. Prosecution and progress of the Work provisions are provided in Division 1, Section 8 of the Standard Specifications attached hereto as Exhibit G.

C. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Final Acceptance of the Work is not achieved within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to achieve Final Acceptance of the Work within the time period noted above, the County shall be entitled to assess the amount set forth in Article 8-10 of the Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved. Final Acceptance of the Work shall be deemed to occur on the date the Director issues a written notice of Final Acceptance pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to achieve Final Acceptance of the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to include the first day and last day of such period. All days shall mean calendar day and not business day.

E. Any agreed upon changes to the Contract Time must be accomplished by an approved, written County Project Modification in the form attached to this Agreement.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Scope of Services
- B. Fee Schedule
- C. Legal Advertisement
- D. Invitation to Bid and all addenda, including the Project Plans
- E. Bid Form and Required Documents
- F. Public Construction Performance and Payment Bond
- G. Standard Specifications
- H. Insurance Requirements, including Certificates of Insurance
- I. Form of Release and Affidavit
- J. County Project Modification
- K. Supplemental Specifications
- L. Special Provisions
- M. Technical Special Provisions
- N. FDOT and Lee County Design Standards
- O. Developmental Specifications
- P. Contractor's Background Screening Affidavit
- Q. Other relevant forms

Section 7. Public Records.

A. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

A.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

A.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

A.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

A.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

B. If Contractor does not comply with a public records request, the County shall treat that omission as a breach of this Agreement and enforce the Contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under Section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

Section 8. Audit.

A. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the Project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or

thereafter pursuant to 5-12 of the Standard Specifications. The County may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work.

B. The Contractor must retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Director's final acceptance of the Project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the County or its representative(s). For the purpose of this section, records include but are not limited to all books of account, supporting documents, and papers that the County deems necessary to ensure compliance with the provisions of the Contract Documents.

C. If the Contractor fails to comply with these requirements, the County may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts.

D. The Contractor must ensure that the subcontractors provide access to their records pertaining to the project upon request by the County.

Section 9. Indemnification and Insurance.

A. Contractor agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work performed by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Amount as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

C. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Prior to execution of the Agreement, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

D. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

E. To the extent multiple insurance coverage and/or County's self-insured retention may apply, any and all insurance coverage purchased by Contractor and its Subcontractors identifying the County as an additional named insured shall be primary. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the County.

F. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County. The County may, upon request, furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

G. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the Subcontractor are expressly waived in writing by the County. All liability insurance policies, other than professional liability, workers' compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County

and Engineer of Record as additional insureds. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) calendar days prior to the date of expiration.

H. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

I. Contractor shall submit to Engineer of Record a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any Work by Contractor under the Contract Documents.

Section 10. Compliance with Laws and Regulations

A. Contractor agrees to comply, at its own expense, with all federal, state, and local Laws and Regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer of Record in writing.

B. Legal Requirements and provisions concerning Laws and Regulations to be observed are provided in Division 1, Section 7 of the Standard Specifications attached hereto as Exhibit G.

Section 11. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, Suppliers or processors except as otherwise

provided for in the Contract Documents. If, within one (1) year after Final Acceptance, any Work is found to be Defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those express or implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 12. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Dave Harner
Lee County Manager
P.O. Box 398
Fort Myers, FL 33902

With copies addressed to each of the following:

Christopher Nichol森, Project Manager, P.O. Box 398, Fort Myers, FL 33902

Mary G. Tucker, Procurement Management Director, P.O. Box 398, Fort Myers, FL 33902

Randy Cerchie, Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Bore Tech Utilities & Maintenance Inc
Attention: Kleimer Cruz, Vice-President
19025 SW 194th Ave., Miami, FL 33187
Telephone: (305) 297-8162 Fax: N/A

C. Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 13. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the appropriate parties intended to be bound by it.

Section 14. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 15. No Waiver.

The failure of the County to enforce, at any time or for any period of time, any one or more of the provisions of the Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Federal Requirements

A. In the event this Project is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Contract Documents.

Section 17. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 18. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

WITNESS:

Signed By: [Signature]
Print Name: Wendy Cabral

CONTRACTOR: BORE TECH UTILITIES & MAINTENANCE INC

Signed By: [Signature]
Print Name: Santy Fernandez
Title: President
Date: 12/18/2023

OWNER: LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide directional bore services in accordance with the Solicitation and County Project Authorizations issued under this Agreement, if any.

A. County Project Authorization

The term County Project Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by the Solicitation and this Agreement.

B. Award of County Project Authorizations

As provided by the Solicitation, individual projects may be awarded and authorized via County Project Authorization, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.
- Any project/task with a total cost of \$50,000.01, but less than \$500,000.00 shall be quoted by a minimum of three (3) of the approved firms holding a valid contract under Solicitation No. B230571KCW. If there are fewer than three (3) approved firms holding a valid contract under this Solicitation, then all of the firms shall quote the project/task. When quotes are requested, the Contractor's submittal shall be based on the unit prices provided by Exhibit B, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.

C. Changes to County Project Authorizations

A modification to a County Project Authorization may be authorized by a County Project Modification properly executed by both parties.

D. Additional Purchases

If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be authorized by a County Project Modification to a County Project

Authorization. The County will not pay for any additional service, work performed or product provided before a properly executed County Project Modification.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

E. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Specifications of the Solicitation and as further described in any County Project Authorizations issued under this Agreement.

EXHIBIT B
FEE SCHEDULE

Payment for actual Work completed shall be made in accordance with the terms of this Agreement and any County Project Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's response to the Solicitation, attached hereto and incorporated herein as Exhibit E. All quotes received by the County from the Contractor shall reflect pricing at or below the rates listed in this Exhibit E.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

EXHIBIT C
LEGAL ADVERTISEMENT

The News-Press
media group
news-press.com | A GANNETT COMPANY

Attn:

LCBC-PURCHASING
1825 HENDRY ST FL 3
FORT MYERS, FL 33901

B230571KCW
Directional Bore Services -
Annual Invitation to Bid
Lee County Procurement Management will receive sealed proposals in the Office of the Procurement Management Director, 2115 Second Street 1st Floor, Fort Myers, FL 33901 prior to 2:30 pm on Monday, October 23, 2023 from companies wishing to provide these goods/services to the County. No pre-solicitation meeting is scheduled. Solicitation documents and instructions may be secured from the website: www.leegov.com/procurement or by calling Procurement Management at (239) 533-8881.
AD # 5828608 9/22/23

State of Wisconsin, County of Brown:

Before the undersigned authority personally appeared *[Signature]*, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

B230571KCW Directional Bore Services - Annual Invitation to Bid Lee County Procurement Management will receive sealed proposals in the Office of the Procurement

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of or by publication on the newspaper's website, if authorized, on :

09/22/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 25th of September 2023, by legal clerk who is personally known to me.

[Signature]
Affiant

[Signature]
Notary State of Wisconsin, County of Brown

8-21-26
My commission expires

of Affidavits: 1

This is not an invoice

NICOLE JACOBS
Notary Public
State of Wisconsin

EXHIBIT D
INVITATION TO BID



Advertise Date: Friday, September 22, 2023

Lee County Board of County Commissioners
DEPARTMENT OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)
DOT Construction Only

Solicitation No.: **B230571KCW**

Solicitation Name: **Annual - Directional Bore Services**

Open Date/Time: **Monday, October 23, 2023** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement Contact: **Kevin Walker** Title: **Procurement Analyst**

Phone: **(239) 533-8807** Email: **KWalker2@leegov.com**

Requesting Dept. **Transportation**

Pre-Bid Conference:

Type: No meeting scheduled at this time
Date/Time: N/A
Location: N/A

All solicitation documents are available for download
at www.leegov.com/procurement



Advertisement Date: Friday, September 22, 2023

INTRODUCTIONS AND BACKGROUND

Notice to Bidder

Invitation to Bid (B) Construction

Lee County, Florida, is requesting bids from qualified individuals/firms for

B230571KCW – Annual – Directional Bore Services

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills, and incidentals required for Lee County, Florida, in conformance with the Solicitation Documents, which include technical Specifications and/or a Scope of Work.

Those individuals/firms interested in being considered for this Solicitation are instructed to submit, in accordance with the Specifications, their Bids, pertinent to this project prior to

2:30 PM Monday, October 23, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the Solicitation name, Solicitation number, Bidder name, and contact information as identified in these Solicitation Documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. **A pre-bid conference and site visit have not been scheduled for this solicitation.** Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Kevin Walker KWalker2@leegov.com

Sincerely,


Adam Brooke, CPPO, CPPB
Procurement Manager

* www.leegov.com/Procurement is the County's official posting site.

TERMS AND CONDITIONS
INVITATION TO BID (B)
CONSTRUCTION

1. **DEFINITIONS.** Additional definitions may be found in the Draft Construction Agreement attached hereto.
 - 1.1. **Addendum/Addenda:** A written document used to modify the terms of a procurement instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
 - 1.2. **Approved Alternate:** Solicitation documents may make reference to specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude Approved Alternatives of other manufacturer(s) or product(s).
 - 1.3. **Award:** The determination of a successful Bidder(s) in response to this Solicitation.
 - 1.4. **Bid/Proposal Package:** An offer specifically given to the County in response to an informal or competitive procurement invitation issued by the County. This is also referred to as a "Response."
 - 1.5. **Bid Bond/Security:** Security in the form and amount required by the County pledging that the Bidder shall enter into a Contract with the County in accordance with the terms stated in its Bid.
 - 1.6. **Bidder:** Any individual, firm, partnership, joint venture, or corporation submitting a Bid for this project, acting directly or through an authorized representative.
 - 1.7. **County:** The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors, and assigns.
 - 1.8. **Contract/Agreement:** The written contract between the County and a successful Bidder pursuant to this Solicitation, a draft copy of which is attached hereto.
 - 1.9. **Contract Documents:** The documents listed in Section 1 of the attached draft Agreement.
 - 1.10. **Department of Procurement Management:** Shall mean the Lee County Department of Procurement Management.
 - 1.11. **Due Date and Time/Opening:** The date and time upon which a Bid or Proposal shall be submitted to, and actually received by, the Lee County Department of Procurement Management. Only Bids or Proposals received prior to the established date and time shall be considered.
 - 1.12. **Liquidated Damages:** Damages, usually in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages in the event of a breach of all or part of such contract. Liquidated Damages may be applied on a daily basis for as long as the breach is in effect.
 - 1.13. **Local Bidder:** Any Vendor whose physical business address, in the sole opinion of the County, is located within the boundaries of Lee County, Florida; at least two (2) full-time employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - 1.14. **Responsible Bidder:** A Bidder submitting a Response who has the capability in all respects to perform fully the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will ensure good faith performance.
 - 1.15. **Responsive Bidder:** A Bidder submitting a Response that substantially conforms with all material respects to the requirements and criteria set forth in this Solicitation.
 - 1.16. **Solicitation/Solicitation Documents:** This document, its attachments, and any document hereinafter incorporated by reference.
 - 1.17. **Work:** All labor, materials, equipment, and incidentals required to fully, finally, and properly complete the construction project described herein and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.
2. **ORDER OF PRECEDENCE**
 - 2.1. In resolving conflicts, errors, and discrepancies among the provisions of the Contract Documents, the order of precedence shall be as follows
 - 2.1.1. Florida State Law as applied to County Purchasing
 - 2.1.2. Lee County Procurement Ordinance 22-06
 - 2.1.3. Change Orders

- 2.1.4. Contract/Agreement including amendments and Exhibits
 - 2.1.5. Field Directive Change Orders
 - 2.1.6. The Solicitation Documents, including any Addenda
3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
- 3.1. It shall be the responsibility of the Bidder to ensure compliance with all federal, state, or county codes, rules, regulations, or other requirements, as each may apply.
 - 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
 - 3.3. **License(s):** Bidder should provide, at the time of the opening of the Bid, licenses required for this product and/or service.
4. PREPARATION OF SUBMITTAL
- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission should be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. “Sealed Bid”
 - 4.1.2. Bid number
 - 4.1.3. Bid title
 - 4.1.4. Bid due date
 - 4.1.5. Name of the Bidder submitting the Bid
 - 4.1.6. Bidder’s Contact e-mail and telephone number
 - 4.2. **Bid submission shall:**
 - 4.2.1. Provide two (2) hard copies. Mark one “Original,” one “Copy.”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Provide that the electronic submission document is one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Not lock files.
 - 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the Bidder being considered non-responsive.
 - 4.3.3. Execution of Bid: All documents must be signed by a corporate authorized representative, witnessed, and corporate and/or notary seals affixed, where applicable. All Bids shall be typed or printed in ink. The Bidder may not use erasable ink. All corrections made to the Bids shall be initialed.
 - 4.3.4. The County may request specific files be submitted in specialty format (i.e. Microsoft Excel, PowerPoint etc.). Vendor shall accommodate such specialty requests as stated or described herein. Should files not be provided in the format or quantity as requested Bidder may be deemed non-responsive and therefore ineligible for award.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your Bid, i.e., required submittals, literature, technical data, or financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable.
 - 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this Solicitation. No reimbursement shall be made for any costs associated with the preparation and submittal of any Bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the Bid submission to the Lee County Department of Procurement Management prior to or on the time and date required. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any Bids received after the stated time and date shall not be considered. Late Bids shall not be opened at the public opening.
- 5.3. The Lee County Department of Procurement Management shall not be responsible for delays caused by the method of delivery such as, but not limited to internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible Bidders:** Only Bids received from Responsive and Responsible Bidders shall be considered. The County reserves the right, before recommending any Award, to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine if the Bidder is satisfactorily able to perform and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the Bidder to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
 - 6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
 - 6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** A Bidder's past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in Bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified herein. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization, or to take any other action necessary to determine the ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicated an inability of the bidder to perform.
- 6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this Solicitation. The cover will also note if the pre-bid conference is non-mandatory or mandatory. All prospective Bidders are encouraged to obtain and review the Solicitation Documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the Solicitation Documents. A formal response will be provided in the form of an Addendum (see “County Interpretation/Addendums” for additional information). If appropriate, a site visit may follow the pre-bid conference.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective Bidders participate.
- 7.3. **Mandatory:** In the event a mandatory pre-bid conference is held, no Bids shall be considered by Bidders that fail to attend, and a Bid submitted by any such Bidder shall be considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the Solicitation Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the Bid is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the Bidder’s responsibility to check the website for information. The Lee County Department of Procurement Management will send no notifications regarding postings associated with this solicitation.
- 8.3. All Addenda shall be incorporated into the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, agent, or other person. Interpretation of the meaning of the plans, Specifications, or any other Contract Document, or for correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing. Issuance of a written Addendum by the County’s Department of Procurement Management is the only official method whereby interpretation, clarification or additional information may be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the Specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a Bidder wishes to make a substitution in the Specifications, the Bidder shall furnish to the County, **no later than ten (10) business days prior to the Bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Department of Procurement Management. Any such substitution shall be subject to County approval through the issuance of a written Addendum by the County's Department of Procurement Management. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed Specifications.
- 10.2. A Bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items Bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful Bidder.
- 12.2. After Award of this Bid, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

13. CALCULATION ERRORS

- 13.1. In the event of multiplication/addition error(s), the unit price shall prevail, and the corrected sum shall be considered the bid price. All Bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

14. CONFIDENTIALITY

- 14.1. Bidders should be aware that all submissions provided are generally considered public records subject to public disclosure upon conclusion of the Solicitation process, and shall **not** be afforded confidentiality, unless otherwise provided by law.
- 14.2. If information is submitted with a Bid that is deemed "confidential," the Bidder must stamp those pages of the submission that are considered confidential. The Bidder must provide sufficient documentation demonstrating why such documents should be deemed confidential in accordance with Florida law.
- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. Pursuant to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. **Business Relationship Disclosure Requirement:** The Award hereunder is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their submission the name of any officer, director or agent who is also an officer or employee of Lee County or any of its agencies or a spouse or child of such officers or employees. Furthermore, all Bidders must disclose the name of any County officers, employees, or spouses or children thereof who own directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
- 15.2. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the Solicitation, prospective Bidders, or any agent, representative or person acting at the request of said Bidder shall not have any contact, communicate with or discuss any matter relating in any way to the Solicitation with any commissioner, evaluation review committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any Solicitation and ends upon issuance of the Notice of Intended Decision, the rejection of all responses, or the termination of this competitive procurement. **If it is determined that improper communications were conducted, the Bidder may be declared non-responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. The County encourages Drug-Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, and Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The Bidder agrees to comply, at its own expense, with all federal, state, and local laws and regulations, including federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Work, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. Bidder acknowledges and agrees, in accordance with, the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA), that in performing the Work

hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 20.2. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The Bidder shall make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability, or marital status.
- 20.3. The Bidder shall include the provisions of this section in every sub-contract under this Contract to ensure its provisions will be binding upon each sub-contractor. The Bidder shall take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (this list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a Bid on a contract to provide goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-CONTRACTORS

- 21.1. The use of sub-contractors under this Solicitation requires prior written authorization from the County representative.

22. PROJECT GUIDELINES (as applicable)

- 22.1. The County has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and or requirements which shall serve as a guide to the Bidder(s) in performing the Work provided for pursuant to this Contract:
 - 22.1.1. No amount of Work is guaranteed upon the execution of a Contract.
 - 22.1.2. Rates and all other negotiated expenses shall remain in effect throughout the duration of the Contract period inclusive of any renewals unless otherwise specified herein.
 - 22.1.3. This Contract does not entitle any Bidder to exclusive rights to County contracts. The County reserves the right to perform any and all available required Work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel, time is considered incidental to the Work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, any or all material, tasks or services associated with this Contract.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this Solicitation, whether through size, complexity or the dollar value.
 - 22.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third-party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library, and other locations as deemed necessary.

Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service, and any third-party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee

County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

23. TIEBREAKER

- 23.1. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
 - 23.1.1. Step 1 - Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference is prohibited by the funding source, then step 2 will replace step 1.**
 - 23.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug-Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug-Free Workplace program.
 - 23.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 23.2. When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 23.3. If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

24. WITHDRAWAL OF BID

- 24.1. No Bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A Bid may be withdrawn prior to the Solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 24.2. After submissions are opened, but prior to Award of the Contract by the County Commission, the Procurement Management Director may allow the withdrawal of a Bid because of the mistake of the Bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the Bidder, by clear and convincing evidence, has met each of the following four tests:
 - 24.2.1. The Bidder acted in good faith in submitting the Bid;
 - 24.2.2. The mistake in Bid preparation was of such magnitude that to enforce compliance by the Bidder would cause a severe hardship on the Bidder;
 - 24.2.3. The mistake was not the result of gross negligence or willful inattention by the Bidder; and
 - 24.2.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally Awarded the Contract.

25. PROTEST RIGHTS

- 25.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 25.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

- 25.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 25.4. In order to preserve the right to protest, a written **“Notice of Intent to File a Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 25.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 25.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 25.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 25.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

26. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 26.1. This procurement opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the Bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. The Lee County Board of County Commissioners shall not be financially responsible for the purchases of other entities from this Solicitation.

27. CONTRACT ADMINISTRATION

27.1. **Designated Contact:**

- 27.1.1. The Awarded Bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or their designee shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
- 27.1.2. Lee County requires that the Awarded Bidder provide the name of a contact person(s) and phone number(s) which will afford Lee County access twenty-four (24) hours per day, 365 days per year, in the event of major breakdowns or natural disasters.

27.2. **Basis of Award:**

- 27.2.1. The County shall issue a Notice of Intended Decision to the lowest Responsive and Responsible Bidder who submits a Bid.
- 27.2.2. In the event the lowest Responsive and Responsible Bid exceeds the architectural or engineering cost estimates or the amount of available funds, the County Administrator or designee may, when time or economic considerations preclude re-bidding of Work of a reduced scope, negotiate an adjustment of the Scope of Work with the lowest Responsive and Responsible Bidder, in order to bring the Bid within the amount of available funds.
- 27.2.3. The County reserves the right to make Award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Bids or to waive any minor irregularity or technicality in the Bids received. Award shall be made to the lowest Responsive and Responsive Bidder(s) within the category chosen for basis of Award.
- 27.2.4. The County reserves the right to Award to one or multiple Bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

27.3. **Contract:**

- 27.3.1. The Awarded Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions.

The draft Contract is attached to this Solicitation and incorporated herein by reference. The Contract may be viewed on-line at <http://www.leegov.com/procurement/forms>.

27.4. **Records:**

- 27.4.1. **Retention:** The Bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the Specifications, the Bidder shall retain these records for a period of ten (10) years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 27.4.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the Contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder(s) are hereby informed of their requirement to comply with Chapter 119, F.S., specifically to:
- 27.4.2.1. Keep and maintain public records required by the County to perform the service.
- 27.4.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 27.4.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the County.
- 27.4.2.4. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 27.4.3. **Public Records: IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>**
- 27.4.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the successful Bidder in connection with its services hereunder, including any documents bearing the professional seal of the successful Bidder, shall be delivered to, and become the property of Lee County, prior to final payment to the successful Bidder or the termination of the Contract. This includes any electronic versions, such as CAD or other computer-aided drafting programs.

27.5. Termination:

- 27.5.1. Termination of an Award or Contract entered into pursuant to this Solicitation shall be governed by the terms of such Contract and by the provisions of this section.
- 27.5.2. The Procurement Management Director may immediately terminate any Award resulting from this Solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 27.5.3. Any Bidder who has voluntarily withdrawn from a Solicitation without the County's mutual consent during the Contract period shall be barred from further County procurement for a **period of 180 calendar days**. The Bidder may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 27.5.4. For a Contract over \$1,000,000, the County reserves the right to terminate an award of such contract upon information or belief of any of the following, when, applicable:
 - 27.5.4.1. Bidder is found to have submitted a false certification as provided under § 287.135 (5), F.S.;
 - 27.5.4.2. Bidder has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (§ 215.473, F.S.);
 - 27.5.4.3. Bidder has engaged in business operations in Cuba or Syria (§ 215.471, F.S.);
 - 27.5.4.4. Bidder has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel (§ 215.4725, F.S.).
 - 27.5.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County.

27.6. Termination for Convenience:

- 27.6.1. The County may terminate the entire Contract or any portion thereof if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.
 - 27.6.1.1. When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in the contract documents for work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided for within the contract documents for partially completed work.
 - 27.6.1.2. The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.
 - 27.6.1.3. The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.

- 27.6.1.4. Termination of a contract or a portion thereof, does not relieve the Contractor or the surety of its responsibilities for the completed portion of the contract or its obligations for and concerning any just claims arising out of the work performed.
- 27.6.1.5. All Contractor claims for additional payment, due to the County's termination of the entire Contract or any portion thereof, must meet the requirements as stated within the contract documents.

28. WAIVER OF CLAIMS

- 28.1. Once the Contract associated with this Solicitation expires, or final payment has been requested and made, the Awarded Bidder shall have waived any claims against the County concerning such Contract, except those previously made in writing and identified by the Awarded Bidder as unsettled at the time of the final application for payment.

29. LEE COUNTY PAYMENT PROCEDURES

- 29.1. Unless otherwise noted, all Awarded Bidders are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 29.2. All invoices shall be paid as directed by the Lee County payment procedure, unless otherwise stated in the Contract or detailed Specifications for this project.
- 29.3. Lee County shall not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or Bidder for the preparation of these Specifications.

30. SAFETY DATA SHEETS (SDS) (as applicable)

- 30.1. It is the Bidder's responsibility to provide Lee County with Safety Data Sheets on Bid materials, as may apply to this procurement.

31. BOND/SURETY

- 31.1. Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 22-06.
- 31.2. **Bid Bond/Security: The Procurement Management Department shall determine if a Bid Bond shall be required for any Competitive Procurement.** Each Bidder shall submit **not less than five percent (5%) of the proposed dollar amount** (including applicable Alternates) as Bid Bond/Security. One **ORIGINAL** Bid Bond/Security shall be submitted to the County with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and the County have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom the County believes to have a reasonable chance of receiving the Award may be retained by the County until the effective date of the Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:
 - 31.2.1. **A Certified Check or a Cashier's Check** in the amount of not less than five percent (5%) of the proposed dollar amount. Any Certified Check or Cashier's Check submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
 - 31.2.2. **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Such Bid Bond must be signed by all required parties, must be in the amount of not less than five percent (5%) of the proposed dollar amount (including Alternate(s) as applicable), and shall accompany each submission. The Bid Bond shall be issued by a surety authorized to do business and in good standing with the Florida Department of State.
- 31.3. **Performance and Payment Bond:** As further described in the Contract, the successful Bidder shall provide Performance and Payment Bonds in the amount of one hundred percent (100%) of

- the total Awarded Contract amount within **seven (7) calendar days** after notification by the County of the approval to award the Contract, the costs of which are to be paid by the successful Bidder. Such Performance and Payment Bonds shall be in the form prescribed by the Exhibits to the attached Contract. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "B" or better as reported in the most current Best's Key Rating Guide, published by A.M. Best Company, Inc. The successful Bidder shall record the Performance and Payment Bond with the Lee County Clerk of Courts, at its sole expense, and provide the original, recorded bond document to the County.
- 31.4. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 31.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
32. LOCAL VENDOR PREFERENCE
- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
33. INSURANCE (AS APPLICABLE)
- 33.1. Insurance shall be provided by the Awarded Bidder pursuant to the Specifications provided herein and/or in the Contract. Prior to execution of the Contract, a certificate of insurance (COI) complying with the Solicitation Documents shall be provided by the Bidder.
- 33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this Solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work and Specifications.

1. TERM

1.1. The Contractor shall be responsible for furnishing and delivering to the County requesting Department(s) the commodity or services on an "as-needed basis" for a one-year (1) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for three (3) additional one-year (1) periods.

2. BASIS OF AWARD

2.1. The County intends to award to a library of qualified Contractor(s) that meet all bid specifications. Individual projects shall be awarded and authorized as described in Article 7 of the Special Conditions and as described within Exhibit A – Scope of Services.

2.2. Contractor(s) are not required to bid all line items; however, Contractor(s) are asked to bid all lines applicable to their company/for services they can provide under this contract. Where the Contractor cannot provide for a commodity or service it is requested the Contractor indicate "Not Applicable" or "Not Available" for the line-item price.

2.3. **Contractor(s) who "no bid" an item cannot provide that item anytime throughout the term of this agreement including all renewals.**

3. LIQUIDATED DAMAGES (CONSTRUCTION)

3.1. In accordance with the terms set forth in the Agreement, should the Contractor fail to achieve final acceptance of the Work within the period stated in the Agreement, the County shall be entitled to assess the amount set forth in Article 8-10 of Exhibit G Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved.

4. LOCAL PREFERENCE

4.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

5. PART NUMBERS AND COMPARABLE UNITS

5.1. Where part numbers are provided through specifications, bid schedule, or other associated contract documents, Contractor shall utilize such product matching listed part number or County approved comparable unit(s). Determination of comparable unit(s) shall be at the sole discretion of the County authorized representative. Contractor shall seek County authorized representative approval of the use of comparable unit(s) prior to purchase. Contractor shall bear responsibility for costs incurred for the use of products not approved by County's authorized representative. Comparable product's unit price shall not exceed the unit price of line items as listed within Contractor's agreement.

6. PRICING

6.1. This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of County Project Authorizations (CPA), by the

requesting department, division or other governmental entity. The County's intent is to award to a pool of Contractors who meet the minimum criteria and qualifications.

6.1.1. **Each project/task order will not exceed \$500,000.00.**

6.1.2. Any project/task order **\$50,000.00 or less** may be awarded to any firm holding a valid contract under this bid, and able to meet the required schedule.

6.1.3. Any project/task order **\$50,000.01, but less than \$500,000.00** the County shall be quoted by a minimum of three (3) approved firms holding a valid contract under this Solicitation. If there are fewer than three (3) approved firms holding a valid contract under this Solicitation, then all of the firms shall quote the project/task. When quotes are requested, the Contractor's submittal shall be based on the unit prices contracted, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.

6.1.4. Any project/task order of **\$200,000 or more** shall require a Payment and Performance Bond to be executed for the full value of the project and recorded by the Lee County Clerk of Courts.

6.1.5. The County retains the right to separately and competitively bid any and all job estimates greater than **\$500,000.00**.

6.2. Contractor shall be responsible for providing all equipment necessary to complete services as requested under this Agreement.

7. FULL PROJECT RESTORATION – ADDITIONAL SERVICES

7.1 Contractor shall ensure the project site is restored to the satisfaction of the County, at its sole discretion, following all work completed under this Agreement. Following project-specific needs, additional services unrelated to the specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project-by-project basis where the Contractor or County deems necessary and applicable. Labor rates are indicated on the bid schedule under Special Pay.

7.1.1 In the event of unforeseen non-project-related activities including but not limited to, repairs of infrastructure and/or natural disasters, the County may request services under this contract. Such services shall be billed using the Special Pay section of the Bid Schedule for incurred labor costs.

8. LETTER OF BONDABILITY

8.1 This bid does not require a Bid Bond; however, the Contractor is requested to provide a Letter of Bondability from their Surety Company showing their bonding capacity with their bid submission. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better.

End of Special Conditions

GENERAL SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners (BOCC) seeks to contract with a library of Contractors to perform directional bore services at utility crossings on an as-needed basis.
- 1.2 Work performed shall follow all Federal, State, Local, OSHA, and department-mandated regulations and specifications for associated work found on Exhibit G.
- 1.3 The specifications and scope of work are further defined and detailed within Exhibits G-P found attached to the draft contract agreement affixed to this solicitation. The Contractor is responsible for reviewing all documentation associated with this project.

2. CERTIFICATIONS & LICENSURE

- 2.1 The Prime Contractor, or subcontractor associated with the Prime and as indicated below, shall hold the following certifications and licensures throughout the term of the Agreement, inclusive of any renewals. The County reserves the right to request proof of certification and licensure at any time. Failure to produce valid and active evidence of certification and licensure held in a timely manner may result in suspension of work, cancellation of CPA, and termination of the Agreement at the sole discretion of the County. The following certification and licensure requirements do not relieve the Contractor from holding additional certifications and licensure as required by local, state, and federal regulations dependent on the work performed under this Agreement. The Contractor is solely responsible for ensuring they and their subcontractors remain in compliance with all such regulations.
 - 2.1.1 Prime Contractor shall hold either a: State of Florida Certified Underground Utility Contractor (CUC) license **OR** a State of Florida Certified General Contractor (CGC) license through the Florida Department of Business & Professional Regulations (FL DBPR). This specification requirement may not be fulfilled through a subcontracted vendor of the prime Contractor without prior written approval of the County Project Manager or other authorized County representative.
 - 2.1.2 The Prime Contractor, or subcontractor utilized by the prime Contractor, must hold a valid Florida Department of Transportation (FDOT) recognized and acceptable Temporary Traffic Control (TTC) (Formerly Maintenance of Traffic (MOT)) Certification. A minimum Basic certification level must be held for this Master Contract; however, The County reserves the right to require a higher-level certification to be held as needed/required for the specific project issued under this Master Agreement.

3. DRILL HEAD SPECIFICATIONS

- 3.1. When applicable to the services being requested under this Agreement, the Contractor must ensure an accurate As-Built survey is provided that includes the entire horizontal directional drill path. As such the Contractor shall utilize a proven drill head tracking method that provides a continuous and accurate determination of the location of the drill head during drilling operation. The drill head shall track at the maximum depth required in any soil condition with an accuracy of +/- 5% of the vertical depth of the borehole and shall be accurate within two (2) feet horizontally.

4. HOURS OF OPERATION

4.1. The County defined hours for work are:

4.1.1. **Normal Hours (DAY):**

- Monday – Friday 7:00 AM – 5:30 PM

4.1.2. **After hours (NIGHT):**

- Monday – Friday 5:31 PM – 6:59 AM
- Weekends
- County Observed Holidays

4.1.3. The following is a list of holidays observed by the County:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

End of Scope of Work and Specifications Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

B230571KCW – Directional Bore Services - Annual

These forms are required as indicated below and all required forms should be submitted with the Bidder’s/Proposer’s submission package. If it is determined that forms in this selection are not applicable to your company or solicitation, they should be marked “N/A or Not Applicable” across the form in large letters and **returned with your submission** package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Trench Safety	Required	
8	Qualifications Certification	Required	
*	Letter of Bondability	Required	
*	Proposal Label	Required	

It is the Bidder’s/Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit the required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

Form # **Title/Description**

1 ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a ***Bid/Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

N/A ***Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2 ***Affidavit Certification Immigration Laws***

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3 ***Reference Survey***

Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (Not required to submit with bid)**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *Sub-Contractor/Consultant List*

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

6 *Public Entity Crime Form*

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7 *Trench Safety*

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

8 *Minimum Qualifications Requirements*

States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.

***** *Letter of Bondability*

Guarantee to County that Bidder/Proposer will take on job if selected.

***** *Bid/Proposal Label*

Self-explanatory. Please affix to the outside of the sealed submission documents.

***** *Include additional documentation requested (if applicable)*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: Bid Due Date: 10/23/2023

SOLICITATION IDENTIFICATION: B230571KCW

SOLICITATION NAME: Annual – Directional Bore Services

COMPANY NAME:

NAME & TITLE: (TYPED OR PRINTED)

BUSINESS ADDRESS: (PHYSICAL)

CORPORATE OR MAILING ADDRESS:

. SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS:

PHONE NUMBER: FAX

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the Solicitation Documents and of the following Addenda:

No. Dated: No. Dated: No. Dated: No. Dated: No. Dated:

Taxpayer Identification Number:

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

1 Collusion Statement: Lee County, Florida. The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this Solicitation as principal and that this Solicitation is submitted without collusion with others; and that they have carefully read and examined the Specifications and Scope of Work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby Bid and agree to furnish this service according to the requirements set out in the Solicitation Documents, Specifications or Scope of Work for said service for the prices as listed on the County provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is Awarded.

2 Scrutinized Companies Certification: Section 287.135, F.S, entitled "Prohibition against contracting with scrutinized companies" prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, F.S. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, F.S., and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), F.S., provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his/her spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable, the Bidder must request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), F.S.) to be completed and returned with Solicitation Response. It is the Bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Yes No
 Proposer? If yes, please attach a current certificate.

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

 Company Name (Name printed or typed)

 Authorized Representative Name (printed or typed)

 Authorized Representative’s Title (printed or typed)

 Authorized Representative’s Signature

 Witness/Attested by: (Witness/Secretary name and title printed or typed)

 Witness/Secretary Signature

(Affix Corporate Seal, as applicable)

Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on County’s form may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 855555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B230571KCW Solicitation Name DIRECTIONAL BORE SERVICES- ANNUAL

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event, there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

LUMP SUM PRICING: The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B230571KCW** SOLICITATION NAME: **Directional Bore Services - Annual**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in Section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages

Form 5 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e., mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, a bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a “person” as defined in Section 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies)*

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

TRENCH SAFETY

Not Applicable at time of Bid Submission – May be requested with CPA quote issuance.

Contractor/vendor acknowledges that included in the appropriate Solicitation items of the Solicitation and in the total Solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within its control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the Solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires _____ (serial number, if any)



MINIMUM QUALIFICATION REQUIREMENTS

FOR

B230571KCW – Directional Bore Services - Annual

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in its sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deem the Bidder(s)/Proposer(s) ineligible for award.

CRITERIA 1 – State of Florida Certified General Contractor (CGC) OR Underground Utility and Excavation Contractor (CUC): Prime CONTRACTOR must be a State of Florida Certified General Contractor **OR** Underground Utility and Excavation Contractor (CUC) licensed through the Florida Department of Business & Professional Regulations (FL DBPR).

Are you, as the Prime CONTRACTOR, a licensed Certified General Contractor (CGC) OR Underground Utility and Excavation Contractor (CUC) through the Florida Department of Business & Professional Regulations (FL DBPR)? _____ YES _____ NO

CRITERIA 2 – Florida Department of Transportation (FDOT) recognized and acceptable Temporary Traffic Control (TTC) (Formerly Maintenance of Traffic (MOT)) Certification: Prime or subcontractor must hold at least a Basic level certification.

Are you, as the Prime CONTRACTOR, or registered sub-contractor, holder of a current TTC or MOT certification through the Florida Department of Transportation (FDOT)? _____ YES _____ NO

If YES, provide details as requested below:

NAME: _____

Number of Years in Business: _____

License/ Certification #: _____

Authorized Bidder/Proposer Signature

Date:

Authorized Bidder/Proposer Name (Print or Type)

LETTER OF BONDABILITY NOTICE


This bid does not require a Bid Bond, however the Contractor is requested to provide a Letter of Bondability from their Surety Company showing their bonding capacity with their bid submission. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better.

Please attach to this notice your Letter of Bondability.

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	B230571KCW
BID TITLE:	Directional Bore Services - Annual
DATE DUE:	Monday, October 23, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be acceptable at the sole discretion of the County.

PLEASE PRINT CLEARLY



Posted Date: September 22, 2023

Solicitation No.: B230571KCW

Solicitation Name: Directional Bore Services - Annual

Subject: Addendum #1

The following represents clarification, additions, deletions, and/or modifications to the above-referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases, or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. REVISED BID PROPOSAL FORM

- 1.1. The Bid Proposal form has been updated and a new Bid Proposal form has been uploaded to the Project on the Lee County Procurement website.
- 1.2. Please ensure that your firm has downloaded the Bid Proposal form and has been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Proposal form needs to contact the Procurement Analyst for this project at their earliest convenience.
- 1.3. Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.**
- 1.4. Firms MUST use the new Bid Proposal Excel form when submitting their bid. Failure to do so will result in your firm being deemed non-responsive and therefore ineligible for award.**

2. QUESTIONS/ANSWERS

1.	On the line items below is there a particular size conduit to be used?			
	CONDUIT, FURNISH & INSTALL			
	630-2-14-A	ABOVEGROUND -RIGID GALVANIZED CONDUIT <u>-4"</u>	LF	\$ -
	630-2-14-B	ABOVEGROUND - SCH 80 PVC CONDUIT <u>-4"</u>	LF	\$ -
	630-2-15	BRIDGE MOUNT <u>-4"</u>	LF	\$ -
Answer	For the basis of bid schedule, cost these items as 4" conduit size.			

2.	Is the contractor providing warning tape on open trenching?
Answer	Yes, Contractor is to provide warning tape as needed on open trenching.

3.	On item #102-99 Temporary VMS board, what is the unit we will be bidding, it's listed as Each? But is that each day or each project?
Answer	On item #102-99 Temporary VMS board, the "Each" is intended for Each Project.

4.	For the Splice and Pull boxes, is Lee County providing the HH's or is that a contractor furnished item?																				
Answer	<ul style="list-style-type: none"> - For line items 635-2-12 & 635-2-13, those are to be Furnish & Installed by Contractor - For line items 635-2-30-B & 635-2-30-C, those are to be Furnished by Lee County and Installed by the Contractor 																				
	PULL & SPLICE BOX																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">635-2-12</td> <td style="width: 55%;">F&I, 24" X 36" COVER SIZE, TIER 22</td> <td style="width: 10%;">EA</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">-</td> </tr> <tr> <td>635-2-13</td> <td>F&I, 30" X 60" RECTANGULAR, SPLIT LID, TIER 22</td> <td>EA</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>635-2-30-B</td> <td>INSTALL, 24" x 36" COVER SIZE <u>(Furnished by County)</u></td> <td>EA</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>635-2-30-C</td> <td>INSTALL, 30" x 60" COVER SIZE <u>(Furnished by County)</u></td> <td>EA</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> </table>	635-2-12	F&I, 24" X 36" COVER SIZE, TIER 22	EA	\$	-	635-2-13	F&I, 30" X 60" RECTANGULAR, SPLIT LID, TIER 22	EA	\$	-	635-2-30-B	INSTALL, 24" x 36" COVER SIZE <u>(Furnished by County)</u>	EA	\$	-	635-2-30-C	INSTALL, 30" x 60" COVER SIZE <u>(Furnished by County)</u>	EA	\$	-
	635-2-12	F&I, 24" X 36" COVER SIZE, TIER 22	EA	\$	-																
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635-2-30-B	INSTALL, 24" x 36" COVER SIZE <u>(Furnished by County)</u>	EA	\$	-																	
635-2-30-C	INSTALL, 30" x 60" COVER SIZE <u>(Furnished by County)</u>	EA	\$	-																	

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Kevin C Walker

Kevin Walker
 Procurement Analyst Direct Line: 239-533-8807
 Lee County Procurement Management



**PROCUREMENT MANAGEMENT DEPARTMENT
REVISED BID/ PROPOSAL FORM**

ADDENDUM #1

COMPANY NAME: _____

SOLICITATION: **B230571KCW - Directional Bore Services - Annual**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

LUMP SUM PRICING: The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Directional Bore Services - Annual

Earthwork and Concrete

Pay Item No.	Description	Unit of Measure	Unit Price
REMOVAL OF EXISTING CONCRETE			
110-4-10-A	1 - 25 SY	SY	\$ -
110-4-10-B	26 - 50 SY	SY	\$ -
110-4-10-C	51 - 100 SY	SY	\$ -
110-4-10-D	101 -150 SY	SY	\$ -
MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH			
327-70-1-A	1 - 200 SY	SY	\$ -
327-70-1-B	201 - 500 SY	SY	\$ -
327-70-1-C	501 - 1,000 SY	SY	\$ -
327-70-1-D	1,001 +	SY	\$ -
MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH			
327-70-6-A	1 - 200 SY	SY	\$ -
327-70-6-B	201 - 500 SY	SY	\$ -
327-70-6-C	501 - 1,000 SY	SY	\$ -
327-70-6-D	1,001SY +	SY	\$ -
MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH			
327-70-5-A	1 - 200 SY	SY	\$ -
327-70-5-B	201 - 500 SY	SY	\$ -
327-70-5-C	501 - 1,000 SY	SY	\$ -
327-70-5-D	1,001 SY +	SY	\$ -
MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH			
327-70-4-A	1 - 200 SY	SY	\$ -
327-70-4-B	201 - 500 SY	SY	\$ -
327-70-4-C	501 - 1,000 SY	SY	\$ -

327-70-4-D	1,001 SY +	SY	\$	-
MILLING EXISTING ASPHALT PAVEMENT, 4" AVG DEPTH				
327-70-7-A	1 - 200 SY	SY	\$	-
327-70-7-B	201 - 500 SY	SY	\$	-
327-70-7-C	501 - 1,000 SY	SY	\$	-
327-70-7-D	1,001 SY +	SY	\$	-
MILLING EXISTING ASPHALT PAVEMENT, 5" AVG DEPTH				
327-70-10-A	1 - 200 SY	SY	\$	-
327-70-10-B	201 - 500 SY	SY	\$	-
327-70-10-C	501 - 1,000 SY	SY	\$	-
327-70-10-D	1,001 SY +	SY	\$	-
MILLING EXISTING ASPHALT PAVEMENT, 6" AVG DEPTH				
327-70-23-A	1 - 200 SY	SY	\$	-
327-70-23-B	201 - 500 SY	SY	\$	-
327-70-23-C	501 - 1,000 SY	SY	\$	-
327-70-23-D	1,001 SY +	SY	\$	-
CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK				
522-2-A	1 - 25 SY	SY	\$	-
522-2-B	25 - 50 SY	SY	\$	-
522-2-C	51 - 100 SY	SY	\$	-
522-2-D	101 - 150 SY	SY	\$	-
522-2-E	151+ SY	SY	\$	-
PERFORMANCE TURF, SOD (BAHIA)				
570-1-20-A	1 - 100 SY	SY	\$	-
570-1-20-B	101 - 200 SY	SY	\$	-
570-1-20-C	201 - 300 SY	SY	\$	-
570-1-20-D	301 - 400 SY	SY	\$	-
570-1-20-E	401+ SY	SY	\$	-
PERFORMANCE TURF, SOD (FLORATAM)				
570-1-21-A	1 - 100 SY	SY	\$	-
570-1-21-B	101 - 200 SY	SY	\$	-
570-1-21-C	201 - 300 SY	SY	\$	-
570-1-21-D	301 - 400 SY	SY	\$	-
570-1-21-E	401+ SY	SY	\$	-
Open Trench / Directional Bore Services				
Pay Item No.	Description	Unit of Measure	Unit Price	
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 1, 2" SCH 40 PVC CONDUIT				
630-2-11-1-A	1 - 100 LF	LF	\$	-
630-2-11-1-B	101 - 200 LF	LF	\$	-
630-2-11-1-C	201 - 300 LF	LF	\$	-
630-2-11-1-D	301 - 400 LF	LF	\$	-
630-2-11-1-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 2, 2" SCH 40 PVC CONDUIT				
630-2-11-2-A	1 - 100 LF	LF	\$	-
630-2-11-2-B	101 - 200 LF	LF	\$	-
630-2-11-2-C	201 - 300 LF	LF	\$	-
630-2-11-2-D	301 - 400 LF	LF	\$	-
630-2-11-2-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 3, 2" SCH 40 PVC CONDUIT				
630-2-11-3-A	1 - 100 LF	LF	\$	-
630-2-11-3-B	101 - 200 LF	LF	\$	-

630-2-11-3-C	201 - 300 LF	LF	\$	-
630-2-11-3-D	301 - 400 LF	LF	\$	-
630-2-11-3-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 4, 2" SCH 40 PVC CONDUIT				
630-2-11-4-A	1 - 100 LF	LF	\$	-
630-2-11-4-B	101 - 200 LF	LF	\$	-
630-2-11-4-C	201 - 300 LF	LF	\$	-
630-2-11-4-D	301 - 400 LF	LF	\$	-
630-2-11-4-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 5, 2" SCH 40 PVC CONDUIT				
630-2-11-5-A	1 - 100 LF	LF	\$	-
630-2-11-5-B	101 - 200 LF	LF	\$	-
630-2-11-5-C	201 - 300 LF	LF	\$	-
630-2-11-5-D	301 - 400 LF	LF	\$	-
630-2-11-5-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 6, 2" SCH 40 PVC CONDUIT				
630-2-11-6-A	1 - 100 LF	LF	\$	-
630-2-11-6-B	101 - 200 LF	LF	\$	-
630-2-11-6-C	201 - 300 LF	LF	\$	-
630-2-11-6-D	301 - 400 LF	LF	\$	-
630-2-11-6-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 4, 1-1/4" SDR 11 CONDUIT BLUE, ORANGE, YELLOW, GREEN				
630-2-11-7-A	1 - 100 LF	LF	\$	-
630-2-11-7-B	101 - 200 LF	LF	\$	-
630-2-11-7-C	201 - 300 LF	LF	\$	-
630-2-11-7-D	301 - 400 LF	LF	\$	-
630-2-11-7-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 6, 1-1/4" SDR 11 CONDUIT BLUE, ORANGE, YELLOW, GREEN, BLUE W/ ORANGE TRACER, GREEN W/ ORANGE TRACER				
630-2-11-8-A	1 - 100 LF	LF	\$	-
630-2-11-8-B	101 - 200 LF	LF	\$	-
630-2-11-8-C	201 - 300 LF	LF	\$	-
630-2-11-8-D	301 - 400 LF	LF	\$	-
630-2-11-8-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 2, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-2-A	1 - 100 LF	LF	\$	-
630-2-12-2-B	101 - 200 LF	LF	\$	-
630-2-12-2-C	201 - 300 LF	LF	\$	-
630-2-12-2-D	301 - 400 LF	LF	\$	-
630-2-12-2-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 3, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-3-A	1 - 100 LF	LF	\$	-
630-2-12-3-B	101 - 200 LF	LF	\$	-
630-2-12-3-C	201 - 300 LF	LF	\$	-
630-2-12-3-D	301 - 400 LF	LF	\$	-
630-2-12-3-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 4, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-4-A	1 - 100 LF	LF	\$	-
630-2-12-4-B	101 - 200 LF	LF	\$	-
630-2-12-4-C	201 - 300 LF	LF	\$	-

630-2-12-4-D	301 - 400 LF	LF	\$	-
630-2-12-4-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 5, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-5-A	1 - 100 LF	LF	\$	-
630-2-12-5-B	101 - 200 LF	LF	\$	-
630-2-12-5-C	201 - 300 LF	LF	\$	-
630-2-12-5-D	301 - 400 LF	LF	\$	-
630-2-12-5-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 6, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-6-A	1 - 100 LF	LF	\$	-
630-2-12-6-B	101 - 200 LF	LF	\$	-
630-2-12-6-C	201 - 300 LF	LF	\$	-
630-2-12-6-D	301 - 400 LF	LF	\$	-
630-2-12-6-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 7, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-7-A	1 - 100 LF	LF	\$	-
630-2-12-7-B	101 - 200 LF	LF	\$	-
630-2-12-7-C	201 - 300 LF	LF	\$	-
630-2-12-7-D	301 - 400 LF	LF	\$	-
630-2-12-7-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 8, 2" HDPE SDR 11 CONDUIT GRAY				
630-2-12-8-A	1 - 100 LF	LF	\$	-
630-2-12-8-B	101 - 200 LF	LF	\$	-
630-2-12-8-C	201 - 300 LF	LF	\$	-
630-2-12-8-D	301 - 400 LF	LF	\$	-
630-2-12-8-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 4, 1-1/4" SDR 11 CONDUIT BLUE, ORANGE, YELLOW, GREEN				
630-2-12-9-A	1 - 100 LF	LF	\$	-
630-2-12-9-B	101 - 200 LF	LF	\$	-
630-2-12-9-C	201 - 300 LF	LF	\$	-
630-2-12-9-D	301 - 400 LF	LF	\$	-
630-2-12-9-E	401+ LF	LF	\$	-
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 6, 1-1/4" SDR 11 CONDUIT				
630-2-12-10-A	1 - 100 LF	LF	\$	-
630-2-12-10-B	101 - 200 LF	LF	\$	-
630-2-12-10-C	201 - 300 LF	LF	\$	-
630-2-12-10-D	301 - 400 LF	LF	\$	-
630-2-12-10-E	401 LF +	LF	\$	-
CONDUIT, FURNISH & INSTALL				
630-2-14-A	ABOVEGROUND - RIGID GALVANIZED CONDUIT - 4"	LF	\$	-
630-2-14-B	ABOVEGROUND - SCH 80 PVC CONDUIT - 4"	LF	\$	-
630-2-15	BRIDGE MOUNT - 4"	LF	\$	-
CONDUIT, REMOVE				
630-2-65-A	BRIDGE MOUNT	LF	\$	-
630-2-65-B	ABOVE GROUND	LF	\$	-
PULL & SPLICE BOX				
635-2-12	F&I, 24" X 36" COVER SIZE, TIER 22	EA	\$	-
635-2-13	F&I, 30" X 60" RECTANGULAR, SPLIT LID, TIER 22	EA	\$	-
635-2-30-B	INSTALL, 24" x 36" COVER SIZE (FURNISHED BY COUNTY)	EA	\$	-
635-2-30-C	INSTALL, 30" x 60" COVER SIZE (FURNISHED BY COUNTY)	EA	\$	-

FOC LOCATE WIRE, FURNISH & INSTALL, #10 AWG THWN-2, STRANDED, ORANGE,			
639-2-1-10-G	1 - 250 LF	LF	\$ -
639-2-1-10-H	251 - 500 LF	LF	\$ -
639-2-1-10-I	501 - 1000 LF	LF	\$ -
639-2-1-10-J	1001 LF +	LF	\$ -

Mobilization/Maintenance of Traffic

Pay Item No.	Description	Unit of Measure	Unit Price
101-1-A	MOBILIZATION - DAY	% of Project	0%
101-1-B	MOBILIZATION - NIGHT	% of Project	0%
102-1-A	MAINTENANCE OF TRAFFIC - DAY	% of Project	0%
102-1-B	MAINTENANCE OF TRAFFIC - NIGHT	% of Project	0%
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	EA	\$ -

Lee County Special Pay Items / Repairs / Labor Services

Item	Description	Unit of Measure	Unit Price
LC-006	NON-PROJECT RELATED LABOR - NORMAL WORKING HOURS	Man Hour	\$ -
LC-007	NON-PROJECT RELATED LABOR - AFTER HOURS	Man Hour	\$ -

EXHIBIT E
BID FORM AND REQUIRED DOCUMENTS

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 10/23/2023 Bid Due Date: 10/23/2023

SOLICITATION IDENTIFICATION: B230571KCW

SOLICITATION NAME: Annual – Directional Bore Services

COMPANY NAME: Bore Tech Utilities & Maintenance, Inc.

NAME & TITLE: (TYPED OR PRINTED) Kleimer Cruz, Vice-President

BUSINESS ADDRESS: (PHYSICAL) 19025 SW 194th Ave.

CORPORATE OR MAILING ADDRESS: SAME AS PHYSICAL Miami, FL 33187

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: kleimerc@bore-tech.net

PHONE NUMBER: 305-297-8162 FAX

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the Solicitation Documents and of the following Addenda:

No. Dated: No. Dated: No. Dated:
No. Dated: No. Dated: No. Dated:

Taxpayer Identification Number: 45-4058995

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

1 Collusion Statement: Lee County, Florida. The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this Solicitation as principal and that this Solicitation is submitted without collusion with others; and that they have carefully read and examined the Specifications and Scope of Work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby Bid and agree to furnish this service according to the requirements set out in the Solicitation Documents, Specifications or Scope of Work for said service for the prices as listed on the County provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is Awarded.

2 Scrutinized Companies Certification: Section 287.135, F.S, entitled "Prohibition against contracting with scrutinized companies" prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, F.S. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, F.S., and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), F.S., provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his/her spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable, the Bidder must request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), F.S.) to be completed and returned with Solicitation Response. It is the Bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) Business Relationship NOT Applicable

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Yes No
Proposer? If yes, please attach a current certificate.

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Bore Tech Utilities & Maintenance, Inc.
Company Name (Name printed or typed)

Kleimer Cruz
Authorized Representative Name (printed or typed)

Vice-President
Authorized Representative's Title (printed or typed)

Kleimer Cruz
Authorized Representative's Signature



[Handwritten Signature]
Witnessed/Attested by: (Witness Secretary name and title printed or typed)

[Handwritten Signature]
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on County's form may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
BORE TECH UTILITIES & MAINTENANCE INC

Filing Information

Document Number	P11000106593
FEI/EIN Number	45-4058995
Date Filed	12/16/2011
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/19/2016
Event Effective Date	NONE

Principal Address

19025 SW 194 AVENUE
MIAMI, FL 33187

Mailing Address

19025 SW 194 AVENUE
MIAMI, FL 33187

Registered Agent Name & Address

RSV TAX & ACCOUNTING SERVICES INC
380 W 49 STREET
HIALEAH, FL 33012

Address Changed: 03/24/2020

Officer/Director Detail

Name & Address

Title P

FERNANDEZ, SANTY
19025 SW 194 AVE
MIAMI, FL 33187

Title VP

CRUZ, KLEIMER
7501 SW 142 AVE
MIAMI, FL 33183

Title TRS

CABRAL, WENDY
9684 SW 138 AVE
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	04/27/2022
2023	04/28/2023

Document Images

04/28/2023 -- ANNUAL REPORT	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
04/08/2018 -- ANNUAL REPORT	View image in PDF format
03/31/2017 -- ANNUAL REPORT	View image in PDF format
09/19/2016 -- Amendment	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
04/04/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- Amendment	View image in PDF format
09/19/2012 -- ANNUAL REPORT	View image in PDF format
12/16/2011 -- Domestic Profit	View image in PDF format



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: Bore Tech Utilities and Maintenance, Inc.

Solicitation # B230571KCW Solicitation Name DIRECTIONAL BORE SERVICES- ANNUAL

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event, there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

LUMP SUM PRICING: The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.